



Sean Rogan
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

ADOPTED

Community Development Commission

January 31, 2012

The Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

#1-D FEBRUARY 7, 2012

SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Commissioners:

**REPROGRAM CAPITAL FUNDS FROM TERMINATED PROJECTS TO THE EL CAMINO
LIBRARY PROJECT IN UNINCORPORATED EAST LOS ANGELES AND APPROVE
ACQUISITION OF ADJACENT PARCEL
(DISTRICT 1) (3 VOTE)**

SUBJECT

This letter recommends the reprogramming of \$1,900,000 in County Funds, previously allocated by the First District for the Sorenson Library project, to fund acquisition, pre-development and other project-related costs for the El Camino Library, located at 4264 Whittier Boulevard in unincorporated East Los Angeles. The letter also requests authority for the Community Development Commission (Commission) to acquire an adjacent parcel located at 4272 Whittier Boulevard for the expansion of the Library.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of an Acquisition Agreement and reprogramming of County Funds for the expansion of El Camino Library is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action will not have the potential for causing a significant effect on the environment.
2. Authorize the Executive Director or his designee to reprogram \$1,900,000 in County Funds from the First Supervisorial District, previously allocated to the Commission for the Sorenson Library project, to be used for the El Camino Library expansion project.
3. Authorize the Executive Director or his designee to negotiate, execute, and if necessary, amend an Acquisition Agreement and all related documents to acquire the property located at 4272 Whittier

Boulevard, adjacent to the current El Camino Library, using up to \$600,000 of the aforementioned funds.

4. Authorize the Executive Director to incorporate up to \$1,900,000 into the Commission's Fiscal Year 2011-2012 approved budget, for the purposes described above.

5. Authorize the Executive Director or his designee to take all actions necessary to reprogram the funds, including executing any amendments to the Funding Agreement between the County of Los Angeles and the Commission, to extend, renew, or otherwise amend the Funding Agreement without increasing authorized funding levels, to be effective following approval as to form by County Counsel and execution by all parties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 7, 2006, your Board approved funding for the Sorenson Library in the amount of \$7,460,000. On May 1, 2007, an additional \$800,000 was added to the project and on April 1, 2008, your Board approved the final \$1,383,000 in funding for the Sorenson Library, bringing the total project funds to \$9,643,000 for the planning, development and construction of the Sorenson Library. The project is near completion and has come in under budget with approximately \$1,900,000 in remaining funds that will not be utilized for the Sorenson Library.

The proposed reprogramming of \$1,900,000 will fund acquisition, predevelopment and other project-related costs for the expansion of the existing El Camino Library expansion project. To date, \$91,000 in First District interest funds have been used to assist with the predevelopment costs for the El Camino Library. The proposed reprogramming will bring the project total to \$1,991,000.

FISCAL IMPACT/FINANCING

There is no impact to the County General Fund. The actions described herein will be funded with the \$1,900,000 in funds previously approved by the Board of Supervisors and transferred to the Commission. These funds will be incorporated into the Commission's Fiscal Year 2011-2012 approved budget to pay for acquisition and predevelopment costs, including consultants, planning, entitlement fees, and other project-related costs for the El Camino Library expansion project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The El Camino Library expansion project involves acquisition of property adjacent to the existing library and will expand the existing structure by approximately 2,420 square feet from its current size of approximately 3,200 square feet. It will also increase parking by approximately 10 spaces from the existing 3 parking spaces currently available. The First Supervisorial District previously authorized the use of interest funds in the amount of \$91,000 to fund the feasibility study and pre-development costs.

The additional \$1,900,000 will bring the project total to \$1,991,000 for the acquisition, predevelopment and project-related costs of the project. Up to \$600,000 of these funds will be used to acquire the property adjacent to the El Camino Library, and to assist in the relocation of the business currently occupying the property. We will return to your Board to fund the construction portion when funds are allocated from First District and readily available to transfer.

ENVIRONMENTAL DOCUMENTATION

This action is exempt from the provisions of CEQA pursuant to State CEQA Guidelines 15301 because it involves negligible or no expansion of use beyond what currently exists and does not have the potential for causing a significant effect on the environment.

The environmental review record for this Project is available for public viewing during regular business hours at the Commission's main office, located at 2 Coral Circle, Monterey Park.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will allow continued development and construction on the El Camino Library expansion project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN

Executive Director

SR:krs

Enclosures

Assessor Parcel Number: **5236-015-003**
Property Address: **4272 Whittier Blvd., Los Angeles, CA 90023**
Project: **El Camino Real County Library Project**

ACQUISITION OF REAL PROPERTY AGREEMENT

THIS ACQUISITION OF REAL PROPERTY AGREEMENT ("Agreement") is entered into as of _____, by and between the COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES (hereinafter called "Commission") and Jesus Nunez, a single man and Maria Teresa Nunez, a married woman as her sole and separate property, all as joint tenants (hereinafter called "Grantor"), for acquisition by Commission of certain real property as hereinafter described.

WHEREAS, Grantor is the owner of the land located at the above referenced address and all improvements located thereon, which land is described in more detail on Exhibit "A" attached hereto and by reference made a part hereof (the land and all improvements being hereinafter called "Real Property"); and

WHEREAS, Grantor desires to sell to the Commission the Real Property and all of Grantor's rights now or hereafter existing in all rights and privileges incident thereto including but not limited to development rights, easements, rights of way, carbon emission credits; minerals and water rights; and all equipment, general intangibles and other personal property related to or used in connection with such Real Property (such rights and privileges along with the Real Property being hereinafter collectively called "Property"); and

WHEREAS, Grantor desires to sell to Commission the Property; and

WHEREAS, Commission and Grantor have agreed to an amount of just compensation for said Property based on an independent appraisal of the Property's fair market value;

WHEREAS, Grantor has accepted Commission's offer as fair and just compensation for the Property and acknowledges said compensation constitutes fair market value;

WHEREAS, Grantor acknowledges that Commission will incur substantial expenses in evaluating the Property and preparing this Agreement, some or all of which will inure to the benefit of Grantor and Grantor accepts such undertakings as good and valuable consideration; and

WHEREAS, Grantor and Commission have agreed to the purchase and sale of the Property in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE

Grantor agrees to sell to Commission, and Commission agrees to purchase from Grantor, upon the terms and for the consideration set forth in this Agreement, fee simple marketable title in and to the Property.

2. PURCHASE PRICE

The total purchase price ("Purchase Price"), payable in cash through escrow shall be the sum of **TWO HUNDRED EIGHTY THOUSAND DOLLARS AND NO CENTS (\$280,000.00)**. Grantor hereby acknowledges that the compensation paid to Grantor through this Agreement shall constitute full satisfaction of all claims, rights, actions, causes of action, liabilities, costs and expenses of any kind, known or unknown, incurred or not yet incurred, foreseen or unforeseen, arising out (by operation of law, negligence, action or otherwise) of or in any way connected with the Commission's acquisition of the subject property and/or the El Camino Real County Library Project ("Claims"). Such Claims shall include without limitation claims for compensation for real estate, improvements pertaining to the realty, fixtures and equipment, rent to hold vacant, claims in inverse condemnation and pre-condemnation damages, loss of business goodwill, loss of and/or damage to personal property or business inventory, fees for any experts, attorneys, agents, representatives, or consultants, interest payments, consequential damages, and any other costs and/or expenses related directly or indirectly to the Commission's acquisition of the subject property and/or the El Camino Real County Library Project.

Grantor, for himself, his agents, assigns, and related entities, hereby fully releases, acquits and discharges the Commission, the County of Los Angeles ("County"), and their respective officers, directors, employees, attorneys, accountants, consultants, other professionals, insurers, and agents, and their respective predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries (collectively "Agents") and all entities related to the Commission or the County, from all such Claims.

This release is intended as a full and complete release and discharge of any and all claims that Grantor may or might have (prior to, as of, and after the date hereof) against the Commission and its Agents arising from the facts and circumstances described herein. In making this release, you intend to release the Commission and its Agents from any liability of any nature whatsoever, for any claim or injury, or for damages or equitable or declaratory relief of any kind, whether the claim, or any facts on which such claim might be based, is known or unknown to the party possessing the claim. Grantor expressly waives all rights under Section 1542 of the California Civil Code, which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Payment under this Agreement shall be made after the conditions for the closing of escrow have been satisfied including Commission shall obtain a policy of title insurance showing fee simple marketable title as identified in Paragraph 3 below in a form and with all endorsements required by Commission.

3. ESCROW AND TITLE INSURANCE AND CLOSING

Commission agrees to open an escrow in accordance with this Agreement at **Chicago Title Company** (hereinafter called "Escrow Holder" or "Escrow Agent").

Grantor shall (and it is a Commission condition to Commission's obligation to close of escrow, that Grantor shall), deliver to Escrow Holder in form and substance acceptable to

Escrow Holder and Commission, a (i) Grant Deed, (ii) Bill of Sale and General Assignment, (iii) lien releases, title company affidavits and certificates, and (iv) other information or evidence reasonably requested thereby. As a further condition for Commission, Escrow Holder shall cause to be issued and delivered to Commission, effective as of the Closing Date, a CLTA standard coverage policy of title insurance or, upon Commission's request thereof, an American Land Title Association (ALTA) standard or extended coverage policy of title insurance ("Title Policy"), issued by Chicago Title Insurance Company, with liability coverage in the amount of not less than the Purchase Price, covering the Property and showing title vested in Commission free of liens and encumbrances, except:

- (a) All non-delinquent general and special real property taxes and assessments for the current fiscal year;
- (b) The standard printed exceptions and exclusions contained in the CLTA or ALTA form policy; Commission agrees to pay the costs of a CLTA or an ALTA policy; and
- (c) Other title exceptions expressly accepted by the Commission..

The Commission shall deposit the full purchase price prior to close of escrow.

Closing costs and proration shall be paid as follows:

- (i) Grantor and Commission shall each pay one half of the escrow costs (but if escrow fails to close due to default by a party that party under this Agreement, shall be responsible for the payment of all escrow charges);
- (ii) Grantor shall pay title insurance premiums for CLTA coverage and Commission shall pay any additional premium if Commission desires ALTA coverage;
- (iii) utilities and property taxes shall be prorated by Escrow Holder as of the date the Grant Deed is recorded in accordance with local custom; and
- (iv) recording charges and transfer taxes shall be allocated in accordance with local custom.

TIME IS OF THE ESSENCE IN THIS AGREEMENT AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. If (except for deposit of money by Commission, which shall be made by Commission upon demand by Escrow Agent before the close of escrow) this escrow is not in condition to close within **120 days** from date of the escrow instructions, any party who then shall have fully complied with its instructions may demand, in writing, the return of its money or property. If no demands are made, Escrow Agent is to proceed with closing of this escrow as soon as possible.

At the close of escrow, Grantor shall (and it is a condition to Commission's obligation to close escrow that Grantor shall), deliver possession and title to the Property to Commission (i) in broom clean condition, free of debris, (ii) free of any rights of occupancy (except the temporary occupancy agreement described in section 8 below), (iii) free of all monetary liens (except the lien of real estate taxes that are due but not yet delinquent, which taxes shall be subject to proration through escrow), and (iv) with all keys and materials in Grantors possession or control which are needed to have full use, access and rights to the Property.

Any amounts advanced by Commission to Grantor to assist Grantor in removing any title or other objections to the condition of the Property or to otherwise promote the potential sale of the Property shall be repaid to Commission at the close of escrow and if the closing is cancelled or this Agreement is otherwise terminated Grantor shall repay such amounts at the time of such cancellation or termination. This provision shall survive the termination of this Agreement.

The parties agree to promptly sign and deliver escrow instructions that are consistent with this Agreement.

Grantor and its predecessors have entered into certain covenants and agreements regarding the Real property which requires its use to be tied to the use of the parcel known as 4300 Whittier Boulevard. Grantor shall terminate and remove these restrictions at its sole cost and expense prior to the close of escrow. Further if a lot line adjustment is required to configure the Real Property so that it is in compliance with applicable subdivision laws including the Subdivision Map Act, Grantor shall, at its sole cost, take all necessary actions to complete such work prior to the close of escrow.

4. INDEMNIFICATION FOR UNRECORDED INTERESTS

Upon title vesting in Commission, Grantor warrants that there are no unrecorded encumbrances (including but not limited to liens, leases, options to lease or purchase, easements, or licenses) on all or any portion of the Property, and Grantor agrees to indemnify, hold the Commission harmless, defend, and reimburse the Commission for any and all of Commission's losses and expenses, including reasonable attorney fees and court costs, occasioned by reason of any such encumbrance of said Property.

5. CONVEYANCE OF INTEREST

Grantor agrees to convey by Grant Deed (in form and substance acceptable to Commission) to Commission title in and to said Property as described in Exhibit "A" to this Agreement.

6. LOSS OR DAMAGE TO IMPROVEMENTS

Loss or damage to the Property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Grant Deed shall be at the risk of Grantor. In the event that loss or damage to the Property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Grant Deed, Commission may, but is not obligated to, elect to require that the Grantor pay to Commission the proceeds of any insurance which may become payable to Grantor by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total purchase price by an amount equal to the diminution in value of the Property or any improvements thereon by reason of such loss or damage, or the amount of insurance payable to Grantor, whichever is greater.

7. RENTAL AND OCCUPANCY BY GRANTOR

Grantor agrees to disclose identities of all occupants of the Property, if any, and execute a complete, current and correct Statement of Rentals on a form furnished to Grantor by Commission and deliver same to Commission within ten (10) days hereof with copies of any written leases or rental agreements attached to the Statement. All rents will be prorated as of the close of escrow on the basis of a 30-day month consistent with that Statement, subject to approval of Commission. Effective with the date of this Agreement, Grantor hereby agrees not

to rent any portion of the Property which is now vacant, or which may be vacated by present occupants prior to close of escrow.

If applicable, Grantor shall provide evidence that he occupies the property to the satisfaction of the Commission in order to be considered an occupant.

Grantor hereby warrants that the Statement of Rentals referred to herein shall include the terms of all rental agreements, tenancies, and leases (written, unwritten, recorded, or unrecorded) and Grantor agrees to hold Commission harmless from all liability from any such leases, leasehold interests, tenants, or agreements. Grantor also warrants that there are no oral or written leases on all or any portion of Property exceeding a period of one month, and Grantor further agrees to hold Commission harmless and reimburse Commission for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of Grantor for a period exceeding one month.

8. POSSESSION OF REAL PROPERTY AND DISPOSITION OF GRANTOR'S FURNITURE

Actual and legal possession of the Property shall be given to Commission upon the recording of Grantor's Grant Deed. All Grantor's furniture and furnishings shall remain the property of Grantor and Grantor shall have the right at any time to remove or otherwise dispose of all or any portion of same within ten (10) days hereof unless Grantor is deemed to be an occupant by Commission. If Grantor is deemed to be an occupant, all Grantor's furniture and furnishings shall be removed within ninety (90) days hereof. All furniture and furnishings remaining on the premises after the allotted time shall become the property of Commission and Commission may dispose of same without liability as it alone sees fit. Commission shall not be liable for any loss of or damage to said furniture or furnishings, regardless of when such loss or damage occurs.

If required by relocation laws or regulations applicable to the parties or if requested in writing by Grantor not less than 30 days prior to the scheduled close of escrow, all occupants shall be given ninety (90) days to vacate the Property after the recording of the Grant Deed. During said 90 day period to vacate, all occupants of the Property will be required to enter into an interim rental agreement with the Commission in form and substance acceptable to Commission, for the commercial use of the Real Property, and pay ONE THOUSAND DOLLARS (\$1,000.00) per month for rental of the Property commencing on the date of the recording of the Grant Deed, which amount shall be reserved from the purchase price along with a cleaning and security deposit of \$1,000.

9. RELOCATION ASSISTANCE

If applicable, all occupants of the Property, if any, will receive relocation assistance under applicable regulations, implemented by the Commission through its Agent, California Property Specialists, Inc., and in such event, Grantor shall require all occupants to complete the Tenant Estoppels within ten (10) days of acceptance of this offer

10. PERMISSION TO ENTER ON PREMISES/GRANTOR COOPERATION

Grantor hereby grants to Commission, or its authorized agents, permission to enter upon the Property, including interior inspection of all structures, at all reasonable times prior to close of escrow for the purpose of conducting environmental and necessary or appropriate

inspections. Commission may without cost, liability or penalty, elect to terminate this Agreement and not close escrow if it determines that there is any condition relating to the Property or Grantor which Commission determines in its sole discretion affects the feasibility of Commission's use or development of the Property or if Grantor defaults in any of its obligations under this Agreement.

Grantor shall without charge or cost provide Commission with any documentation or information in Grantor's possession or control relating to the ownership, condition, use, or occupancy of the Property, including but not limited to any surveys, property condition reports, and insurance policies. Grantor to the best of its knowledge is not aware of any uncured building or health and safety violations related to the Property or claims against Grantor or the Property which may become a lien or encumbrance on the Property or interfere with the transactions contemplated by this Agreement.

Grantor represents and warrants that (i) there is no lawsuit, arbitration or other action or proceeding pending or threatened in writing which may adversely affect the sale, use or development of the property, (ii) it has the full power and authority to sell the Property as provided in this Agreement; (iii) entering into this Agreement and the performance of its obligations under this Agreement do not breach or violate contract, order, laws, or other restrictions binding on Grantor; and (iv) the Real Property is (or shall as of the close of escrow) a valid parcel which can be lawfully transferred under the Subdivision Map Act.

Commission has advised Grantor that Commission it has or will obtain an environmental report for the Property and Commission has agreed to provide a copy of such report to Grantor and Grantor acknowledges that such undertaking by Commission is valuable consideration.

Grantor shall not prevent or otherwise interfere with the Commission's efforts to interview occupants of the Property for the purpose of determining eligibility for relocation assistance in accordance with applicable regulations at all reasonable times prior to close of escrow.

Commission agrees to indemnify, save, and hold harmless Grantor from and against all claims, demands, costs and expenses, including attorneys' fees, arising out of or relating to such entry and inspection by Commission or its agents.

11. HAZARDOUS MATERIALS

It is understood that the Property does not appear to contain hazardous materials (including but not limited to gasoline/oil storage tanks, fertilizer or pesticide storage tanks). However, should hazardous materials be found to exist on the Property, the Commission may exercise any and all legal and equitable rights and remedies to bring any action, if necessary, to recover clean-up costs from Grantor or any others who are ultimately determined to have responsibility for said hazardous materials condition of the Property. The legal and equitable rights of Commission herein are cumulative with any other legal or equitable rights and remedies Commission may have. Grantor agrees to indemnify, defend and hold Commission and each of their elected and appointed officers, officials, representatives, employees, and agents harmless and to reimburse the Commission for any and all claims, damages, costs, expenses and losses occasioned by reason of said hazardous materials condition of the Property.

The term "hazardous materials" as used in this Agreement shall include, without limitation, any substance, chemical, compound or mixture which is (or which contains or is the decomposition product of any substance, chemical compound, or mixture which is): (i) a "Hazardous Substance", "Hazardous Material", "Hazardous Waste", or "Toxic Substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (1983, Supp. I 1987) the Hazardous Material Transportation Act, 49 U.S.C Section 1801, et seq., or the Resource, Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, et seq. (1983, Supp. I 1987); (ii) an "Extremely Hazardous Waste", "a Hazardous Waste", or a "Restricted Hazardous Waste", under Section 25115, 25117 or 25122.7 of the California Health and Safety Code, or is listed pursuant to Section 25140 of the California Health and Safety Code; (iii) a "Hazardous Material", "Hazardous Substance" or "Hazardous Waste" under Section 25281, 25316, or 25501 of the California Health and Safety Code; (iv) "Hazardous Substance" under Section 311 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1321; (v) listed under Section 66680, et seq., or defined as hazardous or extremely hazardous pursuant to Section 66693, et seq., of Title 22 of the California Administrative Code; (vi) listed by the State of California as a chemical known by the State to cause cancer or reproductive toxicity pursuant to Section 25249.8(a) of the California Health and Safety Code; (vii) a material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, damages or threatens to damage health, safety, or the environment or is required by any law or public agency to be remediated, including remediation which such law or public agency requires in order for the property to be put to any lawful purpose; (viii) any material the presence of which would require remediation pursuant to the guidelines set forth in the State of California Leaking Underground Fuel Tank Field Manual, whether or not the presence of such material resulted from a leaking underground fuel tank; (ix) oil, petroleum products, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel; (x) pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. Section 136 et seq.; (xi) asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et seq; (xii) source material, special nuclear material, by-product materials, and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, as amended, 42 U.S.C. Section 2011 et seq. or the Nuclear Waste Policy Act of 1982, as amended, 42 U.S.C. Section 10101 et seq; (xiii) industrial process and pollution control wastes whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq. (1983, Supp. I 1987); (xiv) regulated under the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651 et seq., or the California Occupational Safety and Health Act, California Labor Code Section 6300 et seq.; (xv) regulated under the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.; and/or (xvi) a material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, damages or threatens to damage health, safety, or the environment or is required by a law or public agency to be remediated, including remediation which such law or public agency requires in order for the property to be put to any lawful purpose.

12. COUNTERPARTS

This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

13. NOTICES

Any notices or documents to be mailed or delivered shall be addressed to or delivered as follows:

Grantor:	Jesus Nunez and Maria Nunez Nunez Building Materials 4272 Whittier Blvd. Los Angeles, CA 90023 (323) 780-7322
Commission:	Community Development Commission of the County of Los Angeles 2 Coral Circle Monterey Park, CA 91755 Attn: Cordé Carrillo, Director Economic/Redevelopment Division

14. BINDING ON HEIRS AND ASSIGNS

The terms, conditions, covenants and agreements set forth herein shall apply to and bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto. Commission may assign its rights under this Agreement to any the County of Los Angeles or any public agency and upon such assignment Commission shall have no obligations under or arising from this Agreement.

15. GENERAL PROVISIONS

This Agreement contains the entire agreement between the parties, and neither party relies upon any warranty, promise, representation, or agreement not contained in writing herein. This Agreement shall be amended only by a written amendment signed by both Grantor and Commission and delivered between such parties. This Agreement shall be governed by the laws of the State in which the Property is located.

The relationship of Grantor and Commission under this Agreement is only that of seller and purchaser and no joint venture or partnership relationship is intended.

The submission of a draft of this Agreement or comments to this Agreement between the parties shall not create a binding contract between the parties or any obligation to enter into or continue negotiations. Any party may terminate negotiations at any time with or without cause without liability or cost unless expressly provided to the contrary. This Agreement shall only be binding on the parties after it is fully signed by the parties and counterparts of such signed Agreement have been exchanged between the parties.

Where the identity of the parties to this Agreement or the circumstances make it appropriate, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. Article and Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. The recitals to this Agreement are incorporated herein and made a part hereof. All exhibits to this Agreement shall constitute a part of this Agreement. As used in this Agreement, the word "includes or "including" means including without limitation, the word "or" is not exclusive and the words "herein," "hereof," "hereto" and hereunder refer to this

Agreement as a whole. Unless the context otherwise requires, references herein: (i) to Articles, Sections and Exhibits mean the Articles and Sections of and the Exhibits attached to this Agreement, (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and by this Agreement, (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto, and (iv) to the Property shall mean the entire Property and any part thereof.

16. TIME OF THE ESSENCE

Time is of the essence of this Agreement and each party shall promptly execute all documents necessary to effectuate the intent herein and shall perform in strict accordance with each of the herein above provisions.

17. CONFLICT OF INTEREST; IMPROPER CONSIDERATION; NO INDIVIDUAL LIABILITY.

No official or employee of Commission shall have any personal interest, direct or indirect, in this Agreement, nor shall any official or employee of Commission participate in any decision relating to this Agreement which affects such official's or employee's pecuniary interest in any corporation, partnership or association in which such official or employee is directly or indirectly interested.

Commission may, by written notice to Grantor, immediately terminate the right of Grantor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Grantor, either directly or through an intermediary, to any Commission or County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Grantor's performance pursuant to this Agreement. In the event of such termination, Commission shall be entitled to pursue the same remedies against Grantor as it could pursue in the event of default by Grantor.

Grantor shall immediately report any attempt by a Commission or County officer or employee to solicit such improper consideration. The report shall be made either to Grantor's Executive Director or his designee.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

[Balance of page left blank. Signature page follows]

No official or employee of Commission or County shall be personally liable in the event of a breach of this Agreement Commission. Grantor shall within not less than 10 days after learning of any such conflict of interest or facts which reasonably indicate that a conflict of interest may exist, notify the executive director of Commission.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above

GRANTOR:

**JESUS NUNEZ, A SINGLE MAN AND
MARIA TERESA NUNEZ, A MARRIED
WOMAN AS HER SOLE AND
SEPARATE PROPERTY, ALL AS
JOINT TENANTS**

By: _____

By: _____

COMMISSION:

**COMMUNITY DEVELOPMENT
COMMISSION OF THE COUNTY OF
LOS ANGELES**

By: _____
SEAN ROGAN
Executive Director

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: _____
Deputy

APPROVED AS TO PROGRAM:

By: _____
CORDÉ D. CARRILLO, Director
Economic/Redevelopment Division

EXHIBIT "A"

(APN 5236-015-003)

LEGAL DESCRIPTION

THE WESTERLY 50 FEET OF LOT 1 AND ALL OF LOT 2 OF TRACT NO. 7707, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92 PAGE 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.